

Illinois Central

Robert W. Hart
Treasurer

Illinois Central Railroad
233 North Michigan Avenue
Chicago, Illinois 60601-5799

RECORDATION NO. 7296-C FILED 1425

APR 17 1990 - 11 15 AM

312 819-7493

INTERSTATE COMMERCE COMMISSION

April 16, 1990

0-107A055

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission,
12th & Constitution Ave., N.W., Rm. 2303
Washington, D.C. 20423

Dear Ms. McGee:

\$15.00 filing fee

Pursuant to the provisions of 49 U.S.C. Section 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of a Release of a Conditional Sale Agreement (Illinois Central Railroad Conditional Sale Agreement dated December 1, 1973). This document is a secondary document dated as of April 1, 1990. The primary document to which this is connected was recorded under Recordation No. 7296 on January 11, 1974.

*this one is
7296-C*

A check payable to the order of the Interstate Commerce Commission for the \$15.00 recording fee applicable to this filing is enclosed herewith.

The names and addresses of the parties to the document are as follows:

Manufacturers Hanover Trust Company
450 West 33rd Street
New York, New York 10001

and

Illinois Central Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

A description of the equipment covered by this release follows:

All equipment included in the aforementioned Conditional Sale Agreement and any amendment or Supplement thereto.

Conditionally sold to Manufacturers Hanover Trust Co.

A short summary of the document to appear in the index follows:

FULL RELEASE

Release dated as of April 1, 1990 of a Conditional Sale Agreement dated as of December 1, 1973, with Recordation No. 7296 providing for the release of all right, title and interest in all equipment.

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours

Robert W. Hart

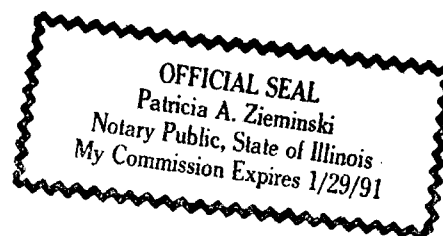
STATE OF ILLINOIS)

COUNTY OF COOK)

I hereby certify that the signature appearing above is that of Robert W. Hart, Treasurer of the Illinois Central Railroad Company, to me personally known.

Given under my hand and seal of office this 16th day of April, 1990.

Patricia A. Zieminski
Notary Public



RECORDATION NO. 7296-3 FILED 1425

APR 17 1990 -11 15 AM

INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL GULF RAILROAD
(NOW ILLINOIS CENTRAL RAILROAD)
CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1973

RELEASE

Dated as of April 1, 1990

BETWEEN
MANUFACTURERS HANOVER TRUST COMPANY
as Agent and Assignee,

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY
(Now Illinois Central Railroad Company)

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore as of the 1st day of December, 1973, a Conditional Sale Agreement was entered into by and between Pullman Incorporated (hereinafter called the "Vendor"), and ILLINOIS CENTRAL GULF RAILROAD COMPANY, to which ILLINOIS CENTRAL RAILROAD COMPANY is the successor in interest (either of said latter two companies being hereinafter referred to as the "Railroad Company"), and on the same day an Agreement and Assignment was entered into by and between the Vendor and Manufacturers Hanover Trust Company, a corporation duly organized and existing under the laws of the state of New York, as Agent under a Finance Agreement dated as of December 1, 1973 (hereinafter called the "Assignee"), as successor to Morgan Guaranty Trust Company of New York (hereinafter called the Predecessor Assignee), and said Conditional Sale Agreement and said Agreement and Assignment were subsequently supplemented by various Supplements (said Agreements and Supplements being hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the Agreement was duly recorded with the Interstate Commerce Commission under Recordation Number 7296 through 7296-~~8~~; and

WHEREAS, in said Agreement for a consideration therein named and upon certain conditions therein set forth, the Vendor

sold to the Railroad Company certain railroad equipment therein more particularly described but retained title thereto for the term in the Agreement provided and concurrently assigned its rights to the Assignee; and

WHEREAS, by the terms of the Agreement it was agreed that at the termination thereof, and after all the payments required thereby should have been completed and fully made by the Railroad Company to the Assignee, title to the railroad equipment thereby conditionally sold should pass to and vest in the Railroad Company, or its nominee or nominees, and said railroad equipment should thereupon be and become the absolute property of the Railroad Company, or its nominee or nominees; and

WHEREAS, the said Railroad Company has completed all of said payments and has paid the full indebtedness in respect of the purchase price of the said railroad equipment, as covenanted and agreed in the Agreement, and has fully performed all the conditions and covenants therein set forth, and desires that the said railroad equipment now be released, assigned and transferred:

NOW, THEREFORE, Manufacturers Hanover Trust Company, as Agent aforesaid, for and in consideration of the premises, and the sum of One Dollar (\$1.00), good and lawful money of the United States, to it in hand paid by said Railroad Company at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has released, assigned and

transferred and by these presents does release, assign and transfer unto ILLINOIS CENTRAL RAILROAD COMPANY, and its successors and assigns, without recourse in any event, all of the railroad equipment mentioned and described in the Agreement.

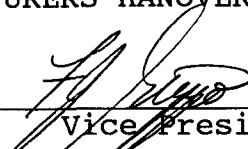
The Assignee makes no representations or warranties of any kind hereby express or implied, including as to the present existence or condition of said railroad equipment or whether it is now in the possession of the Railroad Company.

This Release is being simultaneously executed in a number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MANUFACTURERS HANOVER TRUST COMPANY has caused these presents to be signed in its corporate name, and its corporate seal, duly attested, to be hereunto affixed this 13 day of April, A.D. 1990.

MANUFACTURERS HANOVER TRUST COMPANY

By: _____



Vice President

ATTEST:


Trust Officer

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 13th day of April, 1990, before
me personally came F. J. Grippo to me known,
who being by me duly sworn, says that he is a Vice President of
MANUFACTURERS HANOVER TRUST COMPANY; that one of the seals
affixed to the foregoing instrument is the corporate seal of
said corporation; that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.



Notary Public

YVONNE D. BENN
Notary Public, State of New York
No. 4909098
Qualified in Bronx County
Certificate filed in New York County
Commission Expires October 19, 1991